

State of Louisiana
Parish of East Baton Rouge.

Lease No. 309

WHEREAS, under the provisions of Act No. 30 of the Extra Legislative Session of 1915, as amended by Act 315 of 1926, application was made to the Governor for a lease of the hereinafter described lands, and a report thereon having been made by the Register of the State Land Office, and

WHEREAS, in response to advertisements, bids were received at the State Capitol on the 23d. day of October, 1934, in the presence of Lucille May Grace and Carl Campbell, and

WHEREAS, it appears that the bid of James A. Noe - - - - - , hereinafter styled "lessee", is the most advantageous to the State of Louisiana;

NOW, THEREFORE, BE IT KNOWN AND REMEMBERED, that said Oscar K. Allen, Governor - - - , acting under the authority of the said Act No. 30 of the Extra Session of 1915, as amended by Act No. 315 of 1926, and in accordance with the terms thereof, and acting in behalf of the State of Louisiana as "lessor", does hereby let and lease unto the said lessee, its heirs and assigns, the hereinafter described property, for the purpose of exploiting the same by geophysical means in locating mineral bearing structure thereon, and for producing therefrom oil, gas and/or other minerals, in and under said lands, and also the exclusive right of drilling and operating thereon for oil, gas and/or other minerals, together with a right of way for, and the right to lay pipe-lines to convey water, oil, steam and gas, and the right to have sufficient water from the premises to drill and operate any wells which the said lessee may bore thereon, and also such other privileges as are reasonably requisite for conducting such operations, and the right to remove from said premises at any time any and all property that may have been placed thereon by lessee, provided that the said lessee shall have fulfilled its obligations to lessor hereunder.

The said property to which this instrument applies is described as follows:

All of that part of the Ouachita River and the bed thereof owned by the State of Louisiana, bounded at one end by the North line of Section 4, Township 23 N, Range 4 E, and bounded at the other end by a line extended across the Ouachita River from the South line of Section (Survey) 36 to the South line of Section (Survey) 64, said last two named sections being in Township 18 North, Range 3 East, and all of said River and river beds and the sections and surveys mentioned being within the State of Louisiana; and

All of that part of Bayou Bartholomew and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the East line of Section 24, Township 22 North, Range 5 East, and bounded at the other end by a Northwest boundary of Section 37, Township 20 North, Range 4 East, said last named point being also within Section 16, Township 20 North, Range 4 East; and

All of that part of Bayou Boeuff and the bed thereof in the State of Louisiana, which is owned by the State of Louisiana, bounded at one end by the junction of said bayou with Bayou Bartholomew at a point in Township 20 North, Range 4 East, and bounded at the other end by the South line of Section 34, Township 19 North, Range 5 East; and

All of that part of Bayou DeSiard and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the waters of Bayou Bartholomew at a point in Township 20 North, Range 4 East, and bounded at the other end by the waters of the Ouachita River, at a point in Township 18 North, Range 3 East; and

All of that part of Bayou D'Arbonne and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the waters of the Ouachita River at a point in Township 18 North, Range 3 East, and bounded at the other end by the West line of Section 19, Township 20 North, Range 2 East; and

All of that part of Bayou DeLoutre and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the West line of Section 7, Township 20 North, Range 3 East, and bounded at the other end by the waters of the Ouachita River at a point in Section 35, Township 20 North, Range 3 East.

All of that part of Bayou Bartholomew and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the East line of Section 24, Township 22 North, Range 5 East, and bounded at the other end by a Northwest boundary of Section 37, Township 20 North, Range 4 East, said last named point being also within Section 18, Township 20 North, Range 4 East; and

All of that part of Bayou Boeuff and the bed thereof in the State of Louisiana, which is owned by the State of Louisiana, bounded at one end by the junction of said bayou with Bayou Bartholomew at a point in Township 20 North, Range 4 East, and bounded at the other end by the South line of Section 34, Township 19 North, Range 5 East; and

All of that part of Bayou DeSiard and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the waters of Bayou Bartholomew at a point in Township 20 North, Range 4 East, and bounded at the other end by the waters of the Ouachita River, at a point in Township 18 North, Range 3 East; and

All of that part of Bayou D'Arbonne and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the waters of the Ouachita River at a point in Township 18 North, Range 3 East, and bounded at the other end by the West line of Section 19, Township 20 North, Range 2 East; and

All of that part of Bayou DeLoutre and the bed thereof in the State of Louisiana which is owned by the State of Louisiana, bounded at one end by the West line of Section 7, Township 20 North, Range 3 East, and bounded at the other end by the waters of the Ouachita River at a point in Section 35, Township 20 North, Range 3 East.

TO HAVE AND TO HOLD unto the said lessee, its heirs and assigns, for the term and under the conditions hereinafter set forth, to-wit:

I.

Subject to all other terms and provisions hereof, lessee agrees to drill fifty (50) wells on the herein leased premises, each well drilled to be completed within eighteen (18) months from and after the commencement of drilling of the first well.

The drilling of the first well is to be commenced not later than thirty (30) days after the lessee has procured all permits necessary and required for the drilling of such well.

If in the exercise of the rights herein granted, oil, gas or other minerals be discovered then this lease shall continue in full force and effect so long as such oil, gas, or other minerals can be produced by the lessee.

Lessee may drill as many wells (additional to the fifty wells above mentioned) as lessee may choose but this lease shall not be construed so as to create or impose upon lessee any express or implied obligation to drill such additional wells; and all wells drilled by lessee (including the first fifty and any additional wells) shall be drilled at such locations as lessee may select.

II.

Should oil, gas and/or other minerals be produced in paying quantities on the premises hereunder, then the said lessee shall deliver to lessor as royalty, free of expense:

One (1/8) eighth of all oil produced and saved, delivery of said oil to be understood as made when same has been received by the first purchaser thereof. Or lessee may, in lieu of said oil delivery, and at its option, pay lessor sums equal to the value thereof on the premises; provided, that the price paid lessor for said oil shall not be less than the average posted pipe-line price then current for oil of a like grade or quality.

One (1/8) eighth of all gas produced and utilized, delivery of said gas to be understood as made when same has been received by the first purchaser thereof. Or lessee may in lieu of said gas delivery, and at its option, pay to lessor sums equal to the value thereof at the well, provided that the price paid lessor for said gas shall not be more than the price which lessee is able to obtain for such gas.

Two Dollars (\$2.00) per long ton for all sulphur produced and saved.

Ten cents (\$.10) per ton for all potash produced and saved.

One (1/8) eighth of any and all other minerals not specifically mentioned, said royalties to be delivered or paid as is the accepted custom in such matters.

III.

After the first well has been drilled to completion, should lessee elect that it no longer cares to carry on drilling operations, then the said lease is granted the right to cease such operations, and lessee shall, if it so elects, retain its rights in and to ten (10) acres of the property for each and every well which lessee shall have drilled thereon in an effort to produce oil or gas therefrom; provided that said well or wells shall be located on that portion or portions of the property so retained by lessee; and provided further, that lessee's rights in and to that portion of the premises so retained shall endure only so long as lessee shall produce oil, gas or other mineral from one or more of said wells on said premises in paying quantities.

Should lessee at any time elect to abandon operations as above provided, then lessee shall notify lessor in writing of its intention to so do, and shall specify what portion or portions of the said premises the said lessee is entitled by virtue hereof to retain and operate; and lessee shall, as soon as practicable thereafter, execute any instrument or instruments necessary to a proper release of the undeveloped portion of the premises.

IV.

After the first well has been drilled to completion should lessee elect to abandon drilling operations hereunder then the said lessee shall be entitled to retain its rights in and to forty (40) acres for each and every gas well from which it shall at such time be producing gas in paying quantities; provided, also, that any well or wells so producing shall be located on that portion or portions of the property retained by lessee; and provided further, that lessee's rights to so hold such portion or portions of the said premises shall endure only so long as lessee shall produce therefrom gas in paying quantities.

If at any time during the life of this lease, lessee elects to no longer maintain the rights herein granted in effect, then the said lessee shall have the right to release and reassign unto lessor any and all rights hereby held unto lessee, whereupon this contract shall wholly terminate.

VI.

Any period of time or any number of days during which conditions may prevail as the result of an act of God, or as the result of any cause beyond the control of lessee, which prevent or materially interfere with the operations of lessee shall not be counted against lessee, nor shall such period of time or number of days be considered any part of the time within which lessee shall be obliged to perform the obligations of this lease.

VII.

It is agreed and understood that operations shall offer no impediment to navigation.

VIII.

It is further agreed and understood that no transfer, whether in whole or in part, of the herein leased property shall be valid unless such transfer or assignment be approved by the Governor of the State of Louisiana.

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto, the lessor, the State of Louisiana, herein represented by **Oscar K. Allen**, - - - - - Governor, and the lessee, - - - **James A. Noe** - - - - - in the presence of **Larille May Grace** and **Carl Campbell** and, before me, **R.H. Flower**, Assistant Secretary of State, on this **23d.** day of **October** - - - - , A. D. 19**34**.



Oscar K. Allen, Governor
For the State of Louisiana, Lessor.

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Should lessee at any time elect to abandon operations as above provided, then lessee shall notify lessor in writing of its intention to so do, and shall specify what portion or portions of the said premises the said lessee is entitled by virtue hereof to retain and operate; and lessee shall, as soon as practicable thereafter, execute any instrument or instruments necessary to a proper release of the undeveloped portion of the premises.

IV.

After the first well has been drilled to completion should lessee elect to abandon drilling operations hereunder then the said lessee shall be entitled to retain its rights in and to forty (40) acres for each and every gas well from which it shall at such time be producing gas in paying quantities; provided, also, that any well or wells so producing shall be located on that portion or portions of the property retained by lessee; and provided further, that lessee's rights to so hold such portion or portions of the said premises shall endure only so long as lessee shall produce therefrom gas in paying quantities.

V.

If at any time during the life of this lease, lessee elects to no longer maintain the rights herein granted in effect, then the said lessee shall have the right to release and reassign unto lessor any and all rights hereby held unto lessee, whereupon this contract shall wholly terminate.

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Any period of time or any number of days during which conditions may prevail as the result of an act of God, or as the result of any cause beyond the control of lessee, which prevent or materially interfere with the operations of lessee shall not be counted against lessee, nor shall such period of time or number of days be considered any part of the time within which lessee shall be obliged to perform the obligations of this lease.

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Oscar K. Allen Governor
For the State of Louisiana, Lessor.

James A. Noe Lessee.

R.H. Flower
Assistant Secretary of State.

WITNESSES:

Lucille May Grace

Carl Campbell

